



**AGENDA**  
**SPECIAL BOARD MEETING**  
**REMOTE MEETING HELD VIA TELECONFERENCE**

The President of the Board of Commissioners has determined that an in-person meeting or a meeting conducted pursuant to the Open Meetings Act is not practical or prudent because of the COVID-19 disaster.  
*(As permitted by Public Act 101-0640)*

**Citizens may participate in the zoom meeting by going to the following web address:**  
<https://us02web.zoom.us/j/85889942842?pwd=TWdrNXUxS3NpbURPdmgrd2xpMHBVUT09>

For online video access, please use the following Meeting ID and Password when prompted:  
Meeting ID: 858 8994 2842  
Passcode: 955382

Alternatively, the meeting may be accessed by telephone at:  
1-312-626-6799, If prompted for the following items, please enter:  
Meeting ID: 858 8994 2842, followed by the # symbol  
Password: 955382, followed by the # symbol

Citizens will be offered an opportunity to speak to the Board during the public comment portion. To facilitate this and not have individuals speaking over one another, the Park District kindly requests that individuals wishing to address the Board via the conference line during public comment notify the Park District via email, as noted below, of their intent to address the Board. Alternatively, citizens may submit public comments by email prior to the Board meeting, to be announced by the Park Board President during the public comment portion of the meeting. Email submissions (notice of intent to speak or comment via email) should be submitted by Noon on Wednesday, October 25, 2023, and sent to [Sarah.Sandquist@champaignparks.org](mailto:Sarah.Sandquist@champaignparks.org).

**Wednesday, October 25, 2023**  
**5:30 p.m.**

**A. CALL TO ORDER**

**B. PRESENTATIONS**

1. CUrbanism – Sean Williams; Permaculture, Food Forests, and Native Plantings

**C. COMMENTS FROM THE PUBLIC**

**D. OLD BUSINESS**

1. Approval of Easement with i3 Broadband at Thompson Park  
Staff recommends approval of an easement for i3 Broadband at Thompson Park pending legal description inclusion and fee collection. [Link](#)

**E. NEW BUSINESS**

1. Approval of a Resolution in Recognition of Shannon Walter, Program Manager [Link](#)
2. Approval of Bid for Heritage Park Improvements Project  
Staff recommends awarding the contract to lowest bidder, Concrete Inc of Thomasboro IL, for \$17,360.00 and authorizing the Executive Director to enter into the contract. [Link](#)

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**The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.**

**Special Board Meeting**

**October 25, 2023**

**Page 2**

3. Approval of a Resolution Appointing Sarah Dixon to the Board of Directors of the Champaign Parks Foundation  
Staff recommend approval of a resolution appointing Sarah Dixon to the Champaign Parks Foundation for a two-year term that expires in 2025. [Link](#)
4. Approval Ordinance No. 672 to Address Scrivener's Errors [Link](#)

**F. DISCUSSION**

1. FY25 Capital Budget and the 2025-2034 Capital Improvement Plan
2. Pipeline Trail Expansion/ Projects Update [Link](#)

**G. ADJOURN**



## REPORT TO PARK BOARD

**FROM:** Sarah Sandquist, Executive Director

**DATE:** October 19, 2023

**SUBJECT:** i3 Broadband Easement at Thompson Park

### Background

In July, i3 Broadband LLC made a request to install a fiber optic distribution point at the northwest corner of Thompson Park. After considering a few different Park District properties north of Bradley Avenue, the location within Thompson Park is the best suited for all parties.

### Prior Board Action

September 13, 2023, Regular Board Meeting – The Board tabled approval of the easement.

### Budget Impact

Park District will receive reimbursement for Attorney's fee and Champaign County Clerk recording fee in accordance with CPD ordinance 459.

### Recommended Action

The easement agreement (attached) was authored by Park District Attorney; Park District is awaiting legal description from i3 Broadband to include with exhibit. Staff recommends granting the easement request and entering into the easement agreement with i3 Broadband pending legal description inclusion and fee collection as described herein.

Prepared by:

Reviewed by:

Andrew Weiss  
Director of Planning

Sarah Sandquist  
Executive Director

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, that the CHAMPAIGN PARK DISTRICT, a municipal corporation of the County of Champaign and State of Illinois, its successors and assigns, whether one or more and whether an individual, individuals, a corporation or other legal entity, hereinafter referred to as Grantor, for and in consideration of the sum of One and No/100<sup>ths</sup> Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto i3 Broadband,LLC, a Delaware limited liability company, 602 High Point Ln, East Peoria, IL 61611, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors, licensees, and tenants, hereinafter referred to as Grantee, a ninety-nine (99) year right and easement to construct, reconstruct, extend, use, operate, maintain, inspect, and examine communications facilities, including but not limited to an above-ground fiber optic cabinet and connections thereto, together with all such underground electric and communication line or lines consisting of conduit, hardware, wire, cables fixtures, appliances, equipment, and other appurtenances thereto, upon, over, across, and under the following described land in Champaign County, Illinois, which is depicted on the map attached hereto as Exhibit A, to-wit:

Property Description:

See Attached Exhibit B

TAX ID NUMBER: 41-20-02-455-022

together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right upon Grantor's written approval, which shall not be unreasonably withheld, to trim, control, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches and other obstructions upon, over and under the surface of said easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of said facilities; and the right to license, permit or otherwise agree to the use or occupancy of said easement or any portion thereof or of said facilities by any other person, association or corporation for the purposes hereinabove set out; and with the further right to remove at any time and from time to time, any or all of the said line or lines, and appurtenances thereto located upon, over, across and under said land by virtue hereof.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

Except as specifically provided otherwise herein, Grantor, for itself and Grantor's successors and assigns, hereby expressly reserves the right to use and enjoy the remainder of the easement area for any purpose, provided such use and enjoyment by Grantor shall not interfere with the use thereof by Grantee as permitted in this Agreement.

The easement shall be for a period of ninety-nine (99) years unless and until terminated as hereafter provided. This easement shall terminate upon Grantee's uncured breach of any condition or uncured default in the performance of any of its covenants or agreements herein set forth. In the event of Grantee's breach of any condition or default hereunder, Grantor shall provide Grantee written notice of such breach or default. If Grantee fails to cure such breach or default within sixty (60) days after written notice of such breach or default from Grantor, Grantor shall have the right, upon written notice of termination to Grantee, to terminate this easement. Upon termination of this easement, all rights herein granted shall revert to Grantor, its successors or assigns, and, if requested, Grantee shall forthwith execute and deliver to Grantor, or Grantor's successors or assigns, any instrument of termination or release and to take such other and further action as may be reasonably required by Grantor to evidence and memorialize such termination and reversion of this easement. Notwithstanding such termination of this easement, Grantee shall remain liable to Grantor, and Grantor's successors and assigns, for all of Grantee's covenants and obligations which expressly or are necessarily inferred to survive such termination of this easement as provided herein.

The Grantee shall keep any equipment used or brought on the Grantor's property under its absolute and complete control at all times, and said equipment shall be used at the sole risk of the Grantee. The Grantor shall not be responsible in any manner for theft or damage to the equipment or other property of the Grantee. The Grantee agrees that it shall notify Grantor at least five (5) days prior to the beginning of any construction, repair, or maintenance in, over or upon the Grantor's property, such notice to include a description of the construction, repair or maintenance to be performed and an estimate of the duration of such work. If Grantee believes that a repair is an emergency, then Grantee can begin repairs immediately and shall notify the Grantor of the necessity of such work at that time. The Grantor agrees to cooperate with Grantee to allow Grantee to obtain all necessary permits for the construction, repair or maintenance of the communications facility to allow for the relocation of the communications facility from its current location to the easement area described above.

Upon completion of the installation of the telecommunication facilities, Grantee shall, at Grantee's sole cost and expense, restore and replace the surface of the easement area to a condition as near as possible to that condition which existed prior to the commencement of such construction, including surface grading, seeding, shrubbery, and trees. Grantee shall repair the area within a reasonable time after any sink holes, soil erosion, sloughing or impairment to natural drainage. In the event that Grantee ever ceases utilizing or abandons the telecommunication facilities, then in such event Grantee shall, at its sole cost and expense, remove the telecommunication facilities and other improvements and appurtenances associated therewith made at the easement site and return the easement area to substantially the same condition as it was prior to the grant of the easement herein; provided that, conduit installed pursuant to this Agreement may remain in place. In the event Grantee fails to undertake such removal and remediation within one hundred eighty (180) days after such cessation or abandonment, Grantor may, in its sole discretion, undertake such removal and remediation obligations of the Grantee and charge and collect the cost thereof from Grantee. Such written acknowledgement of cessation of use or abandonment shall constitute termination as otherwise set forth herein; provided that, in such event, Grantee shall remain obligated for removal and remediation. Any acknowledgment by Grantee of cessation of use or abandonment of the telecommunication facilities shall not be unreasonably withheld.

Grantee covenants and agrees that Grantee shall be solely responsible for, and shall reimburse and pay Grantor, and Grantor's successors and assigns, for all losses and damages incurred by Grantor on the easement area, areas of ingress and egress or any other property of Grantor which is caused by Grantee's exercise of its rights herein granted, including without limitation, any damage to Grantor's land or property by reason of the initial installation, improvement, repair, removal, operation and maintenance of the improvement, and the terms and conditions hereinabove set forth shall be binding upon the successors and assigns of the Grantee; provided that, Grantee shall be permitted to keep the easement area clear of trees, undergrowth, brush and prohibited obstructions.

The Grantee shall indemnify, defend, and hold the Grantor and its successors and assigns harmless from any and all claims, including any loss, damage, expense, costs, and attorneys' fees for damages to person or property made by anyone arising out of any act or omission on the part of Grantee's employees, contractors, subcontractors, agents or representatives, and in connection therewith, shall provide Grantor with satisfactory evidence of commercial general liability insurance with limits of not less than \$1,000,000.00 naming the Grantor as an additional insured thereon together with suitable rider or endorsement. Grantee and its successors or assigns shall maintain such insurance for the duration of the term hereof and any subsequent renewals, if applicable.

Grantee covenants, acknowledges, and agrees that it shall not permit any mechanic's liens, encumbrances, or any other liens to be attached to or filed against the easement area or any other portion of Grantor's real estate, or any improvements thereon which results from or arise out of any act or work performed by Grantee or any of Grantee's employees, contractors, subcontractors, agents or representatives in the construction, installation, operation, maintenance, repair, relocation, replacement or removal of the telecommunication facilities and other improvements and appurtenances associated therewith, or in the performance of any other right or obligation of Grantee arising hereunder. In the event any such lien is attached to or filed against the easement area or any other portion of Grantor's real estate or any improvement thereon, then in addition to any other right or remedy of Grantor at law or equity, Grantor may, but shall not be obligated to, discharge the same. Any amount paid by Grantor for any of the aforesaid purposes shall be paid by Grantee to Grantor immediately on demand. Any lien or encumbrance attached to or filed against the easement area, or any other portion of Grantor's real estate, or any improvement thereon as a result of Grantee's operations hereunder shall be immediately paid, released or bonded over by Grantee in a manner acceptable to Grantor. Grantee shall be responsible for reasonable attorney's fees incurred by the Grantor in obtaining the removal of any lien which results from the activities and operations of Grantee.

Any notice, demand, or other communication to be given or required pursuant to the terms hereof shall be in writing and delivered by personal service, sent by registered or certified mail (with an additional copy sent by regular U.S. Mail), return receipt requested with postage prepaid, or by a nationally recognized overnight express courier (freight prepaid) addressed as follows or to such other address as the Parties may designate in writing from time to time:

If to Grantor at: Champaign Park District  
Attn: Executive Director  
706 Kenwood Road  
Champaign, IL 61821

With a Copy to: Guy C. Hall, Esq.  
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.  
301 N. Neil Street, Suite 400  
Champaign, IL 61820

If to Grantee: 3 Broadband, LLC  
Attn: \_\_\_\_\_  
602 High Point Ln  
East Peoria, IL 61611

Any such notice, demand, request, or other communication shall be deemed given upon hand delivery or three (3) days after it is sent as provided for herein.

If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be deemed by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced as permitted by law.

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois, without giving effect to the principles of conflict of laws, and the venue for any claim or cause of action brought to enforce or determine the rights and obligations of either party arising hereunder shall be the state court of competent jurisdiction located in Champaign County, Illinois.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. This Agreement together with exhibits which are attached hereto and incorporated by reference herein embodies the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes and any and all prior agreements, representations, warranties, or statements which may have been made between the parties prior to the date hereof, whether express, implied, written, verbal, concerning the subject matter hereof and this Agreement shall not be modified or amended except by written instrument executed by each party hereto.

Grantee shall promptly provide Grantor with a copy of this document with recording information set forth thereon.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

Champaign Park District, an Illinois  
Municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF CHAMPAIGN    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and Secretary of the Champaign Park District, an Illinois municipal corporation, and the same persons whose names are subscribed to the foregoing instrument,

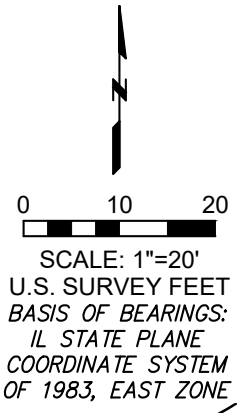




J:\2021\0210865.00 - I3 Broadband I3 Various Tasks\Survey\03\_Records-Research\Survey Records\Champaign Park District\ESMT - 0210865 THOMPSON PARK.dwg | 9/8/2023 4:56 PM | etrentmann

# EXHIBIT A

S COR LOT 150 /  
PC S. NORTHWOOD DR  
FOUND 1/2" IRON PIPE

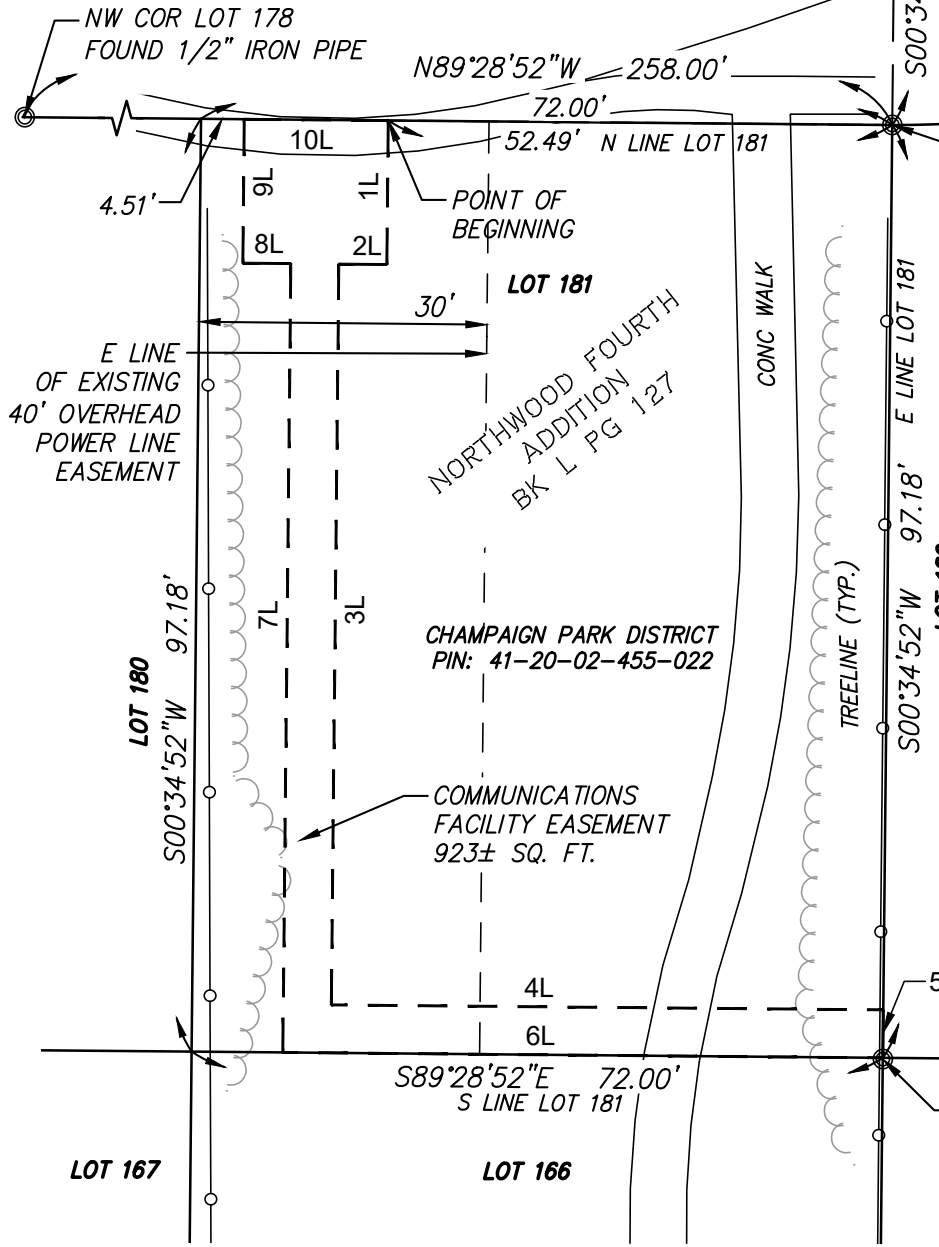


SOUTH NORTHWOOD DRIVE (60'W)

NW COR LOT 178  
FOUND 1/2" IRON PIPE

N89°28'52"W 258.00'

60.00'  
S00°34'52"W



POINT OF COMMENCEMENT  
NE COR LOT 181 /  
PC S. NORTHWOOD DR  
FOUND 1/2" IRON PIPE

LINE TABLE		
LINE	LENGTH	BEARING
1L	15.00'	S00° 34' 52"W
2L	5.00'	N89° 28' 52"W
3L	77.18'	S00° 34' 52"W
4L	57.49'	S89° 28' 52"E
5L	5.00'	S00° 34' 52"W
6L	62.49'	N89° 28' 52"W
7L	82.18'	N00° 34' 52"E
8L	5.00'	N89° 28' 52"W
9L	15.00'	N00° 34' 52"E
10L	15.00'	S89° 28' 52"E

2211 WEST BRADLEY AVENUE  
CHAMPAIGN, ILLINOIS 61821  
(217) 352-7408 / info@f-w.com

COMMUNICATIONS FACILITY EASEMENT  
LOT 181  
NORTHWOOD FOURTH ADDITION  
SOUTHEAST QUARTER SECTION 2  
TOWNSHIP 19 NORTH, RANGE 8 EAST, 3rd P.M.  
CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS

PROJECT NO.: 0210865.00  
DRAWN: EAT  
REVIEWED: JDA  
DATE: 9/11/2023

etrentmann | J:\2021\0210865.00 - I3 Broadband I3 Various Tasks\Survey\03\_Records-Research\Survey Records\Champaign Park District\ESMT - 0210865 THOMPSON PARK.dwg | 9/8/2023 4:56 PM

COMMUNICATIONS FACILITY EASEMENT

A COMMUNICATIONS FACILITY EASEMENT BEING A PART OF LOT 181 OF NORTHWOOD FOURTH ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK L, PAGE 127 OF THE CHAMPAIGN COUNTY RECORDER'S OFFICE, SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 8 EAST, OF THE 3RD PRINCIPAL MERIDIAN, CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 181, THENCE ALONG THE NORTH LINE OF SAID LOT 181, NORTH 89°28'52" WEST, 52.49 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE, SOUTH 00° 34' 52" WEST, 15.00 FEET; THENCE NORTH 89° 28' 52" WEST, 5.00 FEET; THENCE SOUTH 00° 34' 52" WEST, 77.18 FEET; THENCE SOUTH 89° 28' 52" EAST, 57.49 FEET TO THE EAST LINE OF SAID LOT 181; THENCE ALONG SAID EAST LINE, SOUTH 00° 34' 52" WEST, 5.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 181; THENCE ALONG THE SOUTH LINE OF SAID LOT 181, NORTH 89° 28' 52" WEST, 62.49 FEET; THENCE DEPARTING SAID LINE, NORTH 00° 34' 52" EAST, 82.18 FEET; THENCE NORTH 89° 28' 52" WEST, 5.00 FEET; THENCE NORTH 00° 34' 52" EAST, 15.00 FEET TO THE NORTH LINE OF SAID LOT 181; THENCE SOUTH 89° 28' 52" EAST, 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 923 SQUARE FEET, MORE OR LESS.



SIGNATURE: Joe Adams

DATE: 9/12/2023

EXP. DATE: 11-30-2024

DESIGN FIRM REGISTRATION  
NO. 184-001856

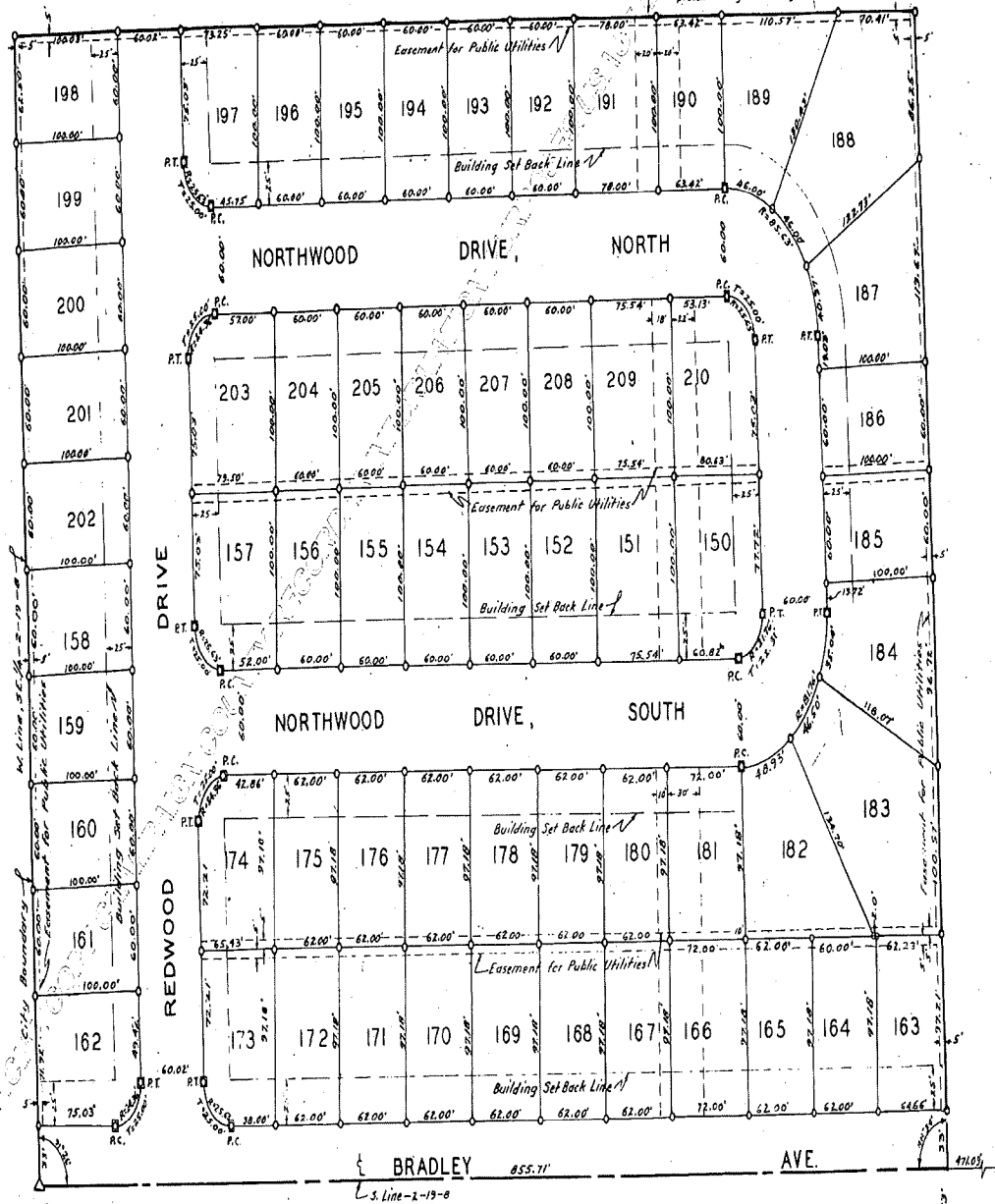
NOTE: THIS EASEMENT  
WAS PREPARED WITH A  
COMBINATION OF RECORD  
DOCUMENTS AND FIELD  
MEASUREMENTS.

**Farnsworth**  
GROUP  
2211 WEST BRADLEY AVENUE  
CHAMPAIGN, ILLINOIS 61821  
(217) 352-7408 / info@f-w.com

COMMUNICATIONS FACILITY EASEMENT  
LOT 181  
NORTHWOOD FOURTH ADDITION  
SOUTHEAST QUARTER SECTION 2  
TOWNSHIP 19 NORTH, RANGE 8 EAST, 3rd P.M.  
CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS

PROJECT NO.: 0210865.00  
DRAWN: EAT  
REVIEWED: JDA  
DATE: 9/11/2023

Note: North-South easement between lots 190-191, 209-210, 180-181, 188-189 is for the maintenance of repair only of an existing overhead Power Line. This easement is to expire with the abandonment of this line in it's present or higher Voltage.



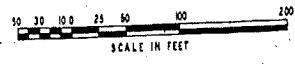
**-LEGEND-**  
 ALL DISTANCES ALONG CLAVES ARE ARC MEASUREMENTS  
 O DENOTES IRON PIPE MONUMENT  
 □ DENOTES IRON PIPE MONUMENT SET IN CONCRETE  
 T. DENOTES TANGENT DISTANCE  
 R. DENOTES RADIUS DISTANCE  
 P.C. DENOTES POINT OF CURVE  
 P.T. DENOTES POINT OF TANGENCY  
 LOT DIMENSIONS SHOWN ARE MEASUREMENTS BETWEEN ADJACENT MONUMENTS

**-LEGAL DESCRIPTION-**  
 ALL OF THE S<sup>1</sup>/<sub>4</sub> OF THE S<sup>1</sup>/<sub>4</sub> OF THE S<sup>1</sup>/<sub>4</sub> OF SEC. 2, T.14N., R.8E. OF THE 3RD P.M., EXCEPT THE E. 471.00 FT. THEREOF & EXCEPT THE N. 11.00 FT. THEREOF.

E. Line 3/4, 3/4 Sec. 2, T.14N., R.8E. 1<sup>st</sup> d

APPROVED:  
 THE CITY PLAN COMMISSION OF THE CITY OF CHAMPAIGN, ILLINOIS  
 DATE: 3/16/57 BY: Richard Foley  
 SECRETARY

APPROVED:  
 THE CITY COUNCIL OF THE CITY OF CHAMPAIGN, ILLINOIS  
 DATE: 3/16/57 BY: Walter J. Kelly  
 MAYOR  
John J. ...  
 CITY CLERK



JAMES ST.

NORTHWOOD SECOND

ADDITION

**NORTHWOOD, FOURTH ADDITION**  
 AN ADDITION TO THE CITY OF CHAMPAIGN, ILLINOIS

BY: John Delbert Goodell  
 JOHN DELBERT GOODELL  
 ILLINOIS LAND SURVEYOR NO. 1462  
 CHAMPAIGN, ILLINOIS  
 JUNE 18, 1956



## REPORT TO PARK BOARD

**FROM:** Sarah Sandquist, Executive Director  
**DATE:** October 18, 2023  
**SUBJECT:** Resolution in Recognition of Shannon Walter, Program Manager

### Background

Staff have prepared a resolution to recognize Shannon Walter for her heroic act of performing life saving CPR on a Champaign resident in need.

Shannon Walter has been an American Heart Association Heartsaver Instructor for the Champaign Park District for 8+ years and has certified hundreds of staff on First Aid, AED, and CPR. In addition to certifying staff, she has been an advocate of downloading and using the PulsePoint app, which she used to respond to an alert and preserve a precious life.

Staff have prepared a resolution to honor Shannon Walter for the Board's consideration and approval. Additionally, staff will create an award to recognize Ms. Walter, support her advocacy efforts, and enhance the CPR program that she has led both in training and by example.

### Recommended Action

Staff recommend approval of a resolution in recognition of Shannon Walter, Programs Manager.

Prepared by:

Jimmy Gleason  
Director of Revenue Facilities

Reviewed by:

Sarah Sandquist  
Executive Director

# **Champaign Park District**

## **RESOLUTION**

WHEREAS, Shannon Walter, a dedicated American Heart Association Heartsaver Instructor for the Champaign Park District since January of 2015, has demonstrated exceptional dedication to life-saving skills; and

WHEREAS, Shannon Walter has certified hundreds of part and full-time District employees on First Aid, CPR, and AED skills; and

WHEREAS, Shannon Walter, in a moment of extraordinary heroism, utilized the PulsePoint app to locate and perform life-saving CPR on a Champaign resident in need; and

WHEREAS, Shannon Walter's swift and effective response resulted in the preservation of a precious life, underscoring the vital importance of CPR training and the use of technology in emergency situations; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Champaign Park District, extend our heartfelt appreciation to Shannon Walter for her selfless and courageous act of using her expertise and the PulsePoint app to save a fellow resident's life; and

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Champaign Park District commends Shannon Walter for her dedication to promoting heart health and for setting a remarkable example of community service, preparedness, and compassion.

IN WITNESS WHEREOF, the Board of Commissioners of the Champaign Park District hereby presents this resolution in recognition of Shannon Walter's heroism and commitment to making Champaign a safer and more compassionate place to live, work, and play.

APPROVED by the President and Board of Commissioner of the Champaign Park District this 25<sup>th</sup> day of October 2023.

ATTEST:

By: \_\_\_\_\_  
Jarrod Scheunemann, Secretary

By: \_\_\_\_\_  
Craig Hays, President



**REPORT TO PARK BOARD**

**FROM: Sarah Sandquist, Executive Director**

**DATE: October 17, 2023**

**SUBJECT: Heritage Park ADA Parking and Accessible Path**

Background

Since its founding in 1974 Heritage Park has not had ADA accessible parking nor ADA access to the trail, both of which are recognized deficits in the District's ADA Transition Plan. This project makes the parking lot, the Heritage Park walkway, and the Greenbelt Bikeway fully accessible.

Prior Board Action

*January 11, 2023 Regular Board Meeting*—Board approved FYE 24 Capital Budget.

Bid Results

Sealed bids were opened 1:00 p.m., Friday, October 6, 2023 with results as shown:

<b>Bidding Contractor</b>	<b>Bid (\$)</b>
Concrete Inc*	17,360.00
Duce Construction	20,900.00
Mid Illinois Concrete	23,535.15
A + A Concrete	27,756.00
Stark Excavating Inc	29,425.00
Feutz Contractors Inc	29,950.00
Cross Construction	30,700.00

\*The low bidder has a couple prevailing wage issues, in all other respects the bidder appears to be responsible.

Budget Impact

The budget for "Heritage Park Pollinator Area, Sidewalks and Parking" is \$22,900.00. The scope includes ADA parking, an accessible path to the walkway system, and a pollinator area with seating. The pollinator seating area was completed in August by A&R Services for \$10,390.80. The Champaign Parks Foundation received a \$2,500 private donation towards that project which leaves a balance of \$15,009.20. Staff are recommending the \$2,350.80 overage be financed through the District ADA Fund.

Recommendation

Staff recommends awarding the contract to lowest bidder, Concrete Inc of Thomasboro IL, for \$17,360.00 and authorizing the Executive Director to enter into the contract.

Prepared by:  
Andrew Weiss  
Park Planner

Reviewed by:  
Sarah Sandquist, CPRE  
Executive Director

W BRADLEY AVENUE

HERITAGE PARK  
PROPERTY LINE

EXISTING GRAVEL  
PARKING LOT

GREENBELT  
BIKEWAY TRAIL

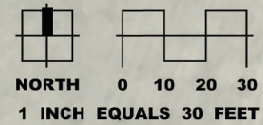
NEW CCNCRETE WORK  
SEE SHEET L2

COPPER SLOUGH  
DRAINAGE DITCH

87' +/-

56' +/-

734' +/-



Bresnan Meeting Center  
706 Kenwood Road  
Champaign IL 61821

217 398 2550  
champaignparks.com

heritage park ada parking  
space and accessible path  
2101 w bradley avenue  
champaign il 61821

date drawing issue

9/11/2023 for bid

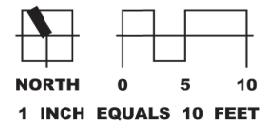
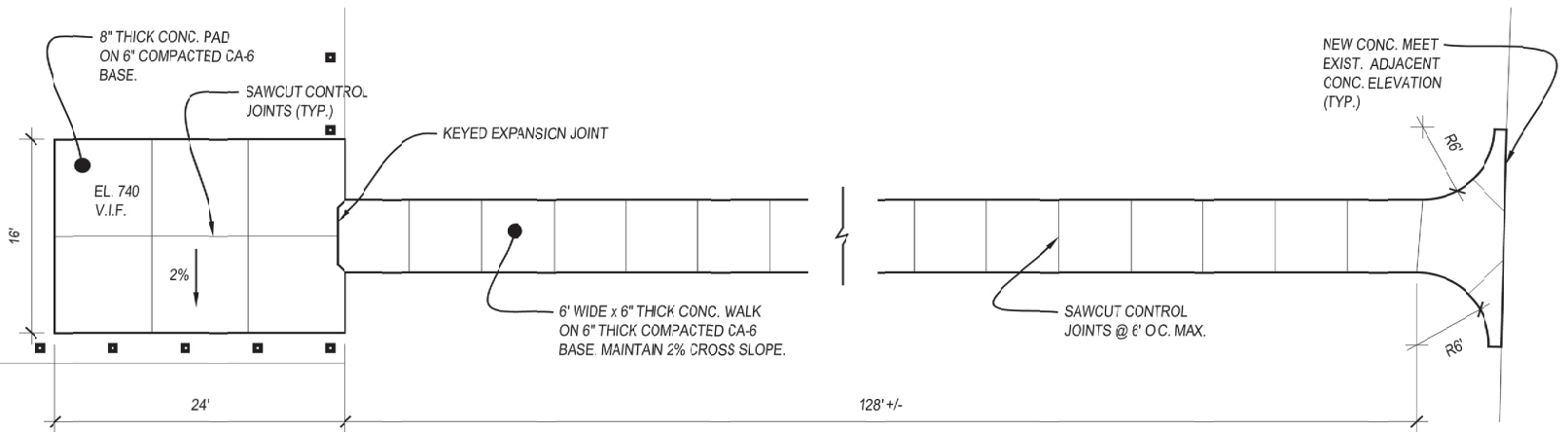
site plan

**L1**

sheet 1 of 2

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Bresnan Meeting Center  
706 Kenwood Road  
Champaign IL 61821

217 398 2550  
champaignparks.com

heritage park ada parking  
space and accessible path  
2101 w bradley avenue  
champaign il 61821

date	drawing issue
9/11/2023	for bid

enlarged plan

**L2**

sheet 2 of 2





**REPORT TO PARK BOARD**

**FROM:** Sarah Sandquist, Executive Director

**DATE:** October 25, 2023

**SUBJECT:** Foundation Board Member Appointee

**Background**

Currently there are two vacancies on the Foundation Board, one three-year term and one two-year term. Staff and Board members have been actively seeking new members to serve-members who are willing to help fulfill the mission of providing philanthropic support for the Champaign Park District. Upon receiving a recommendation from Board Member Heiser, he and Laura Auteberry had the opportunity to meet with prospective board member, Sarah Dixon, whose information is presented below.

**Employer**

Senior Gift Administration Specialist, University of Illinois Foundation

**Boards and committees**

Phi Mu Fraternity	Chapter Advisor	5/18-5/22
	New Member Education Advisor	9/16-5/18
Young Professionals of C-U		10/17-12/19

**Education/Training/Certificates**

Bachelor's in History from the University of Illinois, Urbana-Champaign

**Skills/Experience and Interests**

Special events, outreach and advocacy, community service, education and instruction with a strong interest in getting her friends involved in fundraising to serve the park district.

**Prior Board Action**

N/A

**Budget Impact**

None

**Recommended Action**

During their October 16, 2023 regular meeting, the Champaign Parks Foundation Board of Directors voted unanimously to forward Sarah Dixon's name to the Champaign Park District Board of Commissioners for consideration of appointment to the Champaign Parks Foundation Board of Directors, for the remainder of a two-year term expiring May, 2025.

Prepared by:

Laura C. Auteberry  
Development Director

Reviewed by:

Jarrod Scheunemann  
Director of Administrative Services

**RESOLUTION  
APPOINTING DIRECTOR  
TO THE CHAMPAIGN PARKS FOUNDATION**

**WHEREAS**, the Champaign Park District Board of Commissioners formed the Champaign Parks Foundation, a not for profit corporation, duly authorized to transact business in the State of Illinois;

**WHEREAS**, the Champaign Parks Foundation was formed for the purpose of creating and carrying out a capital campaign and accepting and managing donations and gifts for the benefit of the Champaign Park District, including without limitation, land, cash and marketable securities;

**WHEREAS**, the Champaign Park District's appointed Commissioner liaison and Executive Director serve on the Board of Directors as voting members in addition to the other appointed Board members;

**WHEREAS**, the Champaign Park District's Board of Commissioners is to appoint Champaign Parks Foundation Board members to serve terms as set forth in the bylaws; and

**WHEREAS**, the Board of Commissioners has contacted community members who have shown an interest in the success of the Champaign Park District, its facilities and services, as well as serving on the Champaign Parks Foundation Board of Directors.

**NOW, THEREFORE, BE IT RESOLVED**, that the Champaign Park District Board of Commissioners hereby appoints Sarah Dixon for the remainder of a two-year term expiring in May of 2025.

**APPROVED** by the Board of Commissioners of the Champaign Park District this 25<sup>th</sup> day of October 2023.

---

Craig W. Hays President

---

Jarrold Scheunemann, Secretary

**CHAMPAIGN PARK DISTRICT**

**ORDINANCE NO. 672**

**AN ORDINANCE TO ADDRESS SCRIVENER'S ERRORS**

**WHEREAS** the Champaign Park District (Park District) is an Illinois Municipal corporation operating within territory predominantly in the City of Champaign, Champaign County, Illinois; and

**WHEREAS**, from time to time, the Park District enacts ordinances, approves policies, enters into agreements, and undertakes all necessary rules, regulations, and actions for the proper management and conduct of the business of the Park District, including the governance and protection of parks, boulevards, and driveways as well as other property under its jurisdiction, and to effectuate the objects for which park districts are formed pursuant to the Illinois Park District Code; and

**WHEREAS**, from time to time the Park District may enact and approve ordinances, resolutions, rules, policies, and minutes, and enter into agreements wherein there are unintended scrivener's errors; and

**WHEREAS**, in order to effectuate the purposes of the Park District and enable the efficient administration of its affairs, the Champaign Park District Board of Commissioners pursuant to the recitals set forth herein, which shall be deemed findings and part of this ordinance, determines, adopts, and ordains as follows:

- A. That the Park District president, vice-president, board secretary, and assistant board secretary are hereby each individually authorized to correct scrivener's errors in any ordinances, resolutions, rules, policies, agreements, minutes and other documents that have been acted upon by the Park District in order to correct scrivener's errors in the Park District's ordinances, resolutions, rules, policies, agreements, minutes, and other documents adopted or approved by the Board of Commissioners without the need for readoption of such documents by the Board of Commissioners.
- B. For the purposes of this ordinance, a scrivener's error includes one (1) or more of the following:
  - 1. A misspelling;
  - 2. A grammatical error;
  - 3. A numbering error;
  - 4. A special character error;
  - 5. A cross-referencing error; or
  - 6. An inconsistency with any rules of style adopted by the Champaign Park District.
- C. A correction to an ordinance, resolution, rule, policy, agreement, minutes, or other documents shall be accompanied by a scrivener's informational note on any such corrected document. Any such correction shall be reported within thirty (30) days of such correction in writing or at a regular meeting of the Board of Commissioners.

- D. The corrections to complete sections of any such ordinances, resolutions, rules, policies, agreements, minutes, and other documents shall be noted therein.
- E. When an ordinance that has been placed on a meeting agenda contains typographical or non-substantive syntactical errors, the ordinance may be corrected by the board secretary prior to or after adoption or vote without formal amendment; provided however, that such changes shall not alter the effect intended by the Board of Commissioners. Changes shall be made upon the original document included with the agenda, dated, and initiated by the board secretary, and if necessary, the agenda version of any such item shall be retyped by the board secretary and re-executed by the presiding officer. Such corrected document shall become the original document. The Board of Commissioners shall be provided written notice of such changes by the board secretary within fourteen (14) days after such correction or change.

**WHEREAS**, the Champaign Park District Board of Commissioners has determined it is in the best interests of the Park District to adopt this ordinance; and

**WHEREAS**, this Ordinance shall be effective immediately upon its passage, approval, publication as provided by applicable law.

PASSED, ADOPTED, AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Craig W. Hays, President

**ATTEST:**

\_\_\_\_\_  
Jarrod Scheunemann, Secretary



## REPORT TO PARK BOARD

**FROM:** Sarah Sandquist, Executive Director

**DATE:** October 18, 2023

**SUBJECT:** Pipeline Trail Expansion

### Background

In 2007 the Champaign Park District (CPD) began design and construction of the one-mile Pipeline Trail through the Ironwood and Trails of Brittany subdivisions between Windsor Road and Kirby Avenue. The Pipeline Trail is built upon CPD property that encompasses portions of Marathon Pipe Line's petroleum product delivery pipeline that ultimately connects to Marathon's bulk fuel storage facility at the southwest corner of Staley Road and Springfield Avenue. In 2011 a *Letter of Understanding* (Attachment 1) between Marathon Pipe Line, CPD, and the City of Champaign (City) was authorized to guide future development of multi-use recreational trails within Marathon Pipe Line's easement. Among the principal reasons is to keep land ownership contiguous with one party, as detailed in items 10 and 11 within the letter. The City reported recent development along the petroleum easement within the Legends development (Attachment 2) north of Curtis Road; staff asked their Planning and Development Department to provide a summary (Attachment 3) to the CPD as it relates to item 6 in the *Letter of Understanding*.

### Discussion

Staff is seeking consensus and direction regarding the future of the Pipeline Trail through the Legends development with respect to the *Letter of Understanding* between Marathon Pipe Line, City of Champaign, and Champaign Park District, as well as the *Champaign Trails Plan* approved in 2011.

Prepared by:

Andrew Weiss  
Park Planner

Reviewed by:

Sarah Sandquist  
Executive Director



Planning Department ▪ 102 N. Neil Street, Champaign, IL 61820 ▪ 217-403-8800 ▪ www.ci.champaign.il.us

October 25, 2011

Kenneth J. Claypool  
Senior ROW Specialist  
Field Services Department  
Marathon Pipe Line LLC  
P.O. Box F  
5825 East Cumberland Road  
Martinsville, IL 62442-0573  
217/382-2247  
kjclaypool@marathonpetroleum.com

Re: Letter of Understanding regarding proposed multi-use trails (Trails) on Marathon Pipe Line LLC's (MPL) pipeline easement areas

Dear Mr. Claypool,

At our meeting on Tuesday, May 10, 2011, we discussed MPL's easements and pipelines, which run through the City of Champaign and the City of Champaign's Extra-territorial Jurisdiction, and the following are some of the discussion points:

1. Background:

These are some of the facts which form the background for the discussion of Trails over MPL's easements:

MPL's pipelines, which run through the Champaign, IL area, were built in the vicinity of 1959. These high pressure 12" diameter steel pipelines transport petroleum products. These pipelines can be damaged by numerous scenarios, which include unauthorized digging and earth moving. Any "release" of a petroleum product into the environment will have catastrophic impacts on the surrounding land uses. The impact can include significant environmental damage that can cost millions of dollars in remediation that can take years or decades to complete. Other significant catastrophic events that may occur from a "release" can result in lives lost and significant property damage in the millions of dollars. A small nick by a shovel can lead to corrosion of the steel pipeline, which can result in a hole the size of a pin leaking petroleum products into the earth for weeks or longer before it is detected resulting in significant environmental damage. Once a "release" has been discovered, it can result in many workers setting up a 24 hour operation until the release has been fixed. The process of fixing a release can be extremely disruptive for neighboring property owners due to potential evacuations, extensive lighting that stays on through the night, noise throughout the day and night due to trucks and machines used for digging and hauling, and road blockages, etc.

At the time MPL's pipeline was built through Champaign, it was located in farm fields far away from urbanized areas. As the City of Champaign has grown, the urbanized areas have extended over the pipeline. Single family homes adjacent to MPL's pipeline create an additional level of concern for MPL due to the increased potential for a resident to unwittingly plant or build something in MPL's pipeline easement area. PIPA, Pipelines and Informed Planning Alliance, sponsored by the United States Department of Transportation,

Pipeline and Hazardous Materials Safety Administration, and the Office of Pipeline Safety have identified in their November, 2010 Final Report of Recommended Practices, "Partnering to Further Enhance Pipeline Safety In Communities Through Risk-Informed Land Use Planning", as using a pipeline easement for a multi-use trail as a best practice. MPL's pipeline easement is 50 feet wide at points throughout the area; however, the easement is not 50 feet wide at every point throughout the area. MPL does annual training exercises with the City of Champaign fire department regarding first response strategies for an emergency regarding a "release" from a MPL pipeline.

There were several issues discussed regarding the future development of Trails across MPL's pipeline easement area, which include:

1. The City of Champaign and MPL agree that a Trail through MPL's pipeline easement area could serve as a visual cue to neighbors of the easement that they do not have the authority to plant vegetation or build encroachments in MPL's pipeline easement area.
2. The City of Champaign will require the construction plans of all proposed Trails in MPL's pipeline easement area to be reviewed by MPL. Said Trails shall be constructed as development occurs adjacent to MPL's pipeline easement. The City of Champaign ordinances require that a Trail is constructed, and the ordinances have standards associated with them that state the width, depth, and types of materials that are to be used in the construction of a Trail.
3. The City of Champaign will require developers that are subdividing land on or adjacent to MPL's pipeline easement to work with MPL on the construction of a Trail in MPL's pipeline easement area. The City of Champaign shall require a developer to contact MPL to seek MPL's approval of any construction plans or plats that show a Trail in MPL's pipeline easement area.
4. MPL has the sole discretion to reject a proposal to construct a Trail or another encroachment in MPL's pipeline easement; however, MPL recognizes the potential value of a continuous Trail as an amenity to a community, and a safety feature for the pipeline in a residential neighborhood, and MPL will give full consideration prior to the rejection of a Trail.
5. If MPL rejects the construction of a Trail, the City of Champaign shall support a waiver from the requirement to construct a Trail within MPL's pipeline easement.
6. The developer of the land encumbered by MPL's easement is required to plat and dedicate the land within the pipeline easement in a separate lot to the Champaign Park District as part of any development.
7. The review process for the construction of a Trail in MPL's pipeline easement is extremely detailed. The developer/engineer must submit to MPL very detailed information regarding the materials to be used in the construction, and the method of construction of a Trail in MPL's easement area. Plan and profile drawings of the proposed Trail, which depict the relationship of the Trail to MPL's pipeline, must also be submitted to MPL.
8. If MPL rejects the proposed construction of a Trail in MPL's pipeline easement area, MPL will notify and explain to the City or the developer of the reason, which could include that the pipeline does not have enough cover to accommodate the Trail's construction and use, or that MPL's analysis determines that the Trail and its traffic could compromise the integrity of the pipeline.
9. All Trails that are constructed in MPL's pipeline easement shall be in compliance with MPL's standards for Trail construction, and all Trails shall be constructed to the highest standard. In the cases where MPL's standards exceed the City of Champaign's standards regarding construction activities in the vicinity of MPL's pipelines, the developers shall be required to construct Trails to MPL's standards.
10. MPL recognizes the benefit of having one property owner for the entire length of the Trail built upon MPL's pipeline easement area. This allows one point of contact for any location within MPL's pipeline easement upon property that is owned by the Park District.
11. The dedication of land to the Champaign Park District has no impact on the MPL pipeline easement, which maintains full force and effect regardless of the ownership of the land beneath.

12. MPL will allow plants/flowers/prairie grasses to be planted in the pipeline easement if they are species that will not grow taller than 3 feet in height. Any and all plantings, species type and location, and planting methods must be approved by MPL prior to the planting.
13. Berms may be allowed by MPL in its pipeline easement area with the maximum height of 3 feet including any vegetation planted on top of the berm. All berm locations and construction plans, shall be reviewed and approved by MPL prior to construction.
14. MPL and its contractors may need to remove any vegetation in MPL's pipeline easement area to exercise its easement rights.
15. The Park District is responsible for maintaining and replacing any Trail within MPL's easement which has been removed or destroyed by MPL for any reason, including routine maintenance of the easement and the pipeline.
16. All Trail inquiries should be routed to:

Field Services Manger  
Marathon Pipe Line LLC  
539 S. Main St.  
Findlay, Ohio 45840  
419-422-2121

All Park District inquiries should be routed to:  
Executive Director  
Champaign Park District  
706 Kenwood Road  
Champaign, Il 61821

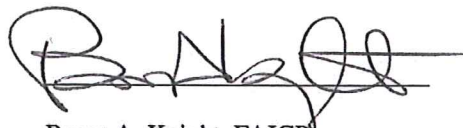
All City of Champaign inquires should be directed to:  
Planning Director  
City of Champaign  
102 N. Neil St, Champaign, Il 61820

17. Both the City of Champaign and MPL will do their best to attempt to notify each other when pertinent contact information or infrastructure changes, if personnel of either party are aware of this Letter of Understanding.
18. MPL should be notified of any proposed construction within 50 feet of MPL's pipeline. Any construction that is proposed in MPL's pipeline easement is required to be reviewed in advance of the construction by MPL. MPL may desire to make suggestions to homeowners for alternate locations regarding any construction occurring within 25 feet of MPL's pipeline easement area.
19. If the City becomes aware of construction within 50 feet of the centerline of MPL's easement, it will notify MPL as specified above, prior to the commencement of the construction.



Please feel free to contact Jeff Marino with the City of Champaign Planning Department at 217-403-8800 at any point if you think there is something that needs to be adjusted or if you think we should take a different route on notification.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce A. Knight". The signature is stylized with a large initial "B" and a long horizontal stroke at the end.

Bruce A. Knight, FAICP  
Planning Director

A handwritten signature in black ink, appearing to read "Kenneth J. Claypool". The signature is written in a cursive style with a horizontal line underneath.

Kenneth J. Claypool  
Senior ROW Specialist  
Marathon Pipe Line LLC

A handwritten signature in black ink, appearing to read "Bobbie Herakovich". The signature is written in a cursive style with a horizontal line underneath.

Bobbie Herakovich  
Champaign Park District

Andy Oswalt's phone number Out of Office AutoReply Marathon Oil Pipeline Text Amendment  
From: "Claypool, Kenneth J. (MPL)" <kjclaypool@marathonpetroleum.com>  
To: Jeff Marino <Jeff.Marino@ci.champaign.il.us>  
Date: 1/11/2012 4:48 PM  
Subject: Out of Office AutoReply: Marathon Oil Pipeline Text Amendment

I have retired from Marathon Pipe Line LLC, and Mr. Andy Oswalt will be replacing me. Andy's email address is aoswalt@marathonpetroleum.com, his office telephone number is 217-382-2247, and his cell number is 270-222-2076.

## Code Revision Sheet

### Sec. 31-620. - Location of streets, sidewalks, crosswalks, and driveways.

#### (a) Streets.

(1) The classification and location of all streets shall conform to the Comprehensive Plan, these Regulations, and the Manual of Practice.

(2) Streets shall be planned in relation to existing and proposed streets, topographical conditions, public safety and convenience, and anticipated land use.

(3) Each lot within a new subdivision shall have at least thirty (30) feet of frontage to the public street unto which it has the right to take access.

(4) The street system in each new subdivision shall continue and extend existing connecting streets in adjoining subdivisions, except that minor streets shall not be required to cross major streets unless such continuation and crossing is deemed necessary to promote pedestrian and/or vehicular circulation and safety.

(5) The street system in each new subdivision shall be dedicated and constructed to any property adjacent to the subdivision, as directed by the City Engineer, except in those instances in which the adjacent property cannot be subdivided.

(6) No street shall be located less than two hundred sixty (260) feet from any parallel street, measured from the centerline of the street except as provided in subsection (8), provided that the length, width, and shape of blocks shall be determined with due regard to the need for convenient access, circulation, control and safety of pedestrian and vehicular traffic.

(7) All streets shall be dedicated to the City if within City boundaries or to the public if not within City boundaries.

(8) When a subdivision borders on and has lots fronting on or contiguous to a present or proposed arterial street as depicted or described in the Comprehensive Plan, necessary traffic service to lots of the subdivision bordering such facility shall be provided by a marginal access street, local, or collector street, as set forth in the Comprehensive Plan.

(9) The distance of one (1) street from others, access from lots or tracts to streets, and access to arterial streets by local or collector streets and the use of private streets to substitute for public streets shall be designed to comply with the Manual of Practice.

#### (b) Sidewalks.

(1) Sidewalks shall be constructed along both sides of every street within the subdivision and sidewalks shall be constructed along the subdivision side of streets which lie outside the subdivision.

(2) The location of sidewalks within the parkway and of mid-block sidewalks shall be as required by the Manual of Practice.

(c) *Driveways.* Driveway location and construction shall conform to Chapters 30 and 37 (Streets, Sidewalks and Public Ways) (Zoning).

(d) *Oil Marathon pipeline easement multi-use trail.* When a tract of land is subdivided, a portion of which is covered encumbered by the oil pipeline easement owned by Marathon Pipe Line LLC, or any successor in ownership of said easement, hereinafter referred to as the pipeline easement owner, created for the purpose of constructing, operating and maintaining a pipeline, the approximate location of which is shown on the map in the Manual of Practice entitled "Marathon Pipe Line Operated Lines Near West Side of Champaign, IL", the owner or developer of the tract, hereinafter referred to collectively as the "developer", shall be required to construct a ten (10) foot wide multi-use trail in the easement easement shall be dedicated and deeded to the Champaign Park District or as otherwise directed by the City of Champaign Said multi-use trail shall be constructed to the City of Champaign Sidewalk standard as in compliance with the City of Champaign Manual of Practice subject to any applicable provisions of this Chapter and the Manual of Practice, and the following additional conditions and requirements:

(1) Prior to construction of the trail, the developer must submit two copies of detailed plans to the City of Champaign Planning Director showing the location of the pipeline easement, the location of the constructed trail within said easement, and the specifications for construction of the trail. The City of Champaign Planning Director shall provide one copy of said plans to the pipeline easement owner.

(2) Construction of the trail shall not commence without prior written approval of plans for construction of the trail referenced in paragraph (1) above by the City of Champaign Planning Director and the owner of the pipeline easement.

(3) Said multi-use trail shall be constructed to the City of Champaign Sidewalk standards in compliance with City of Champaign Manual of Practice, subject to any modifications to those standards required by the owner of the pipeline easement as provided in this section.

(4) Notwithstanding any other provisions in this Section to the contrary, the owner of the pipeline easement will retain the power to withhold its approval of the multi-use trail as designed by the developer if said owner determines, in its sole discretion, that construction of the trail as proposed will conflict with or otherwise abrogate the owner's rights and privileges under said pipeline easement.

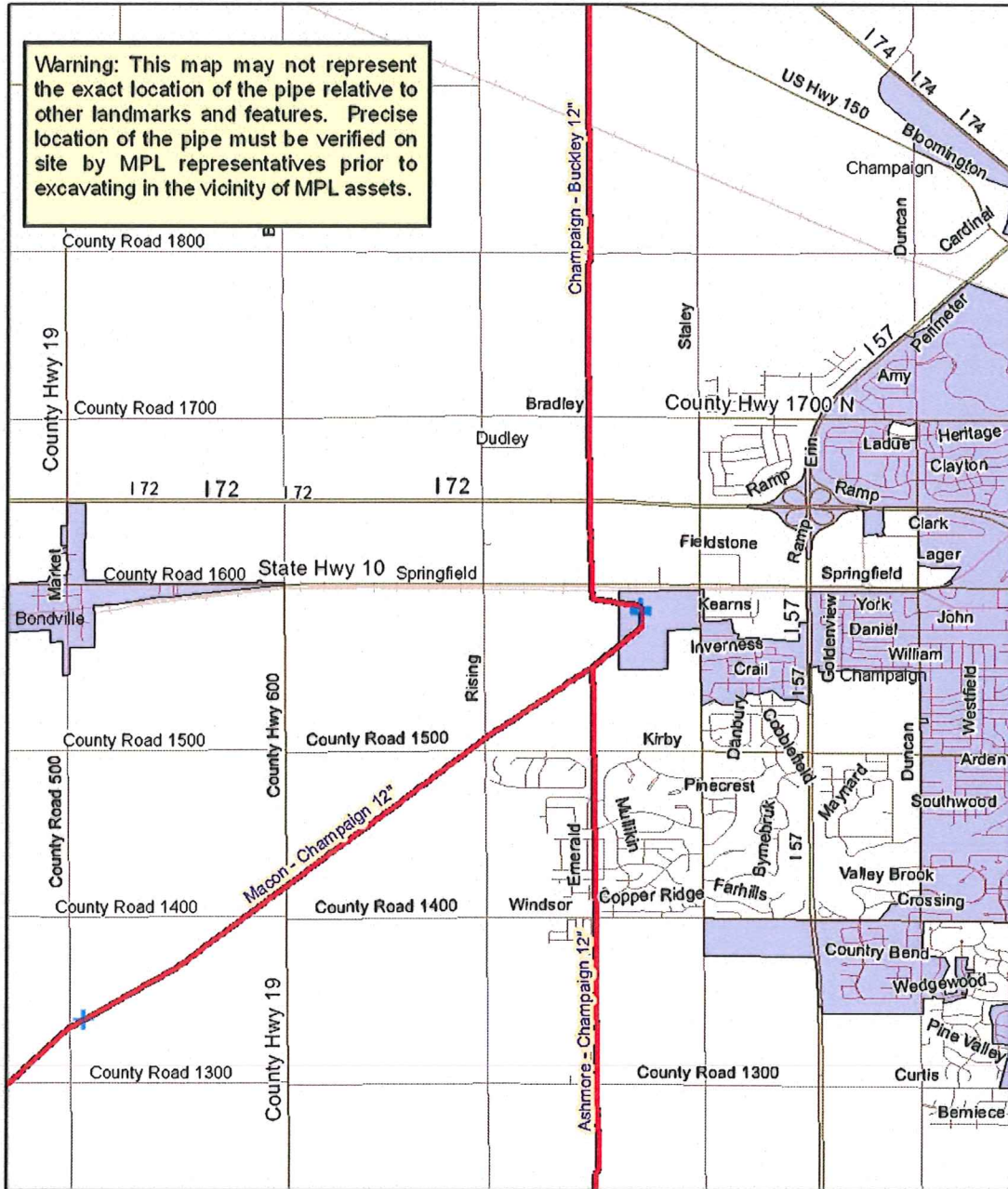
(5) If the owner of the pipeline easement determines that it can approve of construction of the multi-use trail with modifications as to its location and or design, the City Engineer will determine, in his or her sole discretion, whether said modifications would unreasonably affect the functionality or safety of said trail, and will determine whether to approve construction of said trail as modified

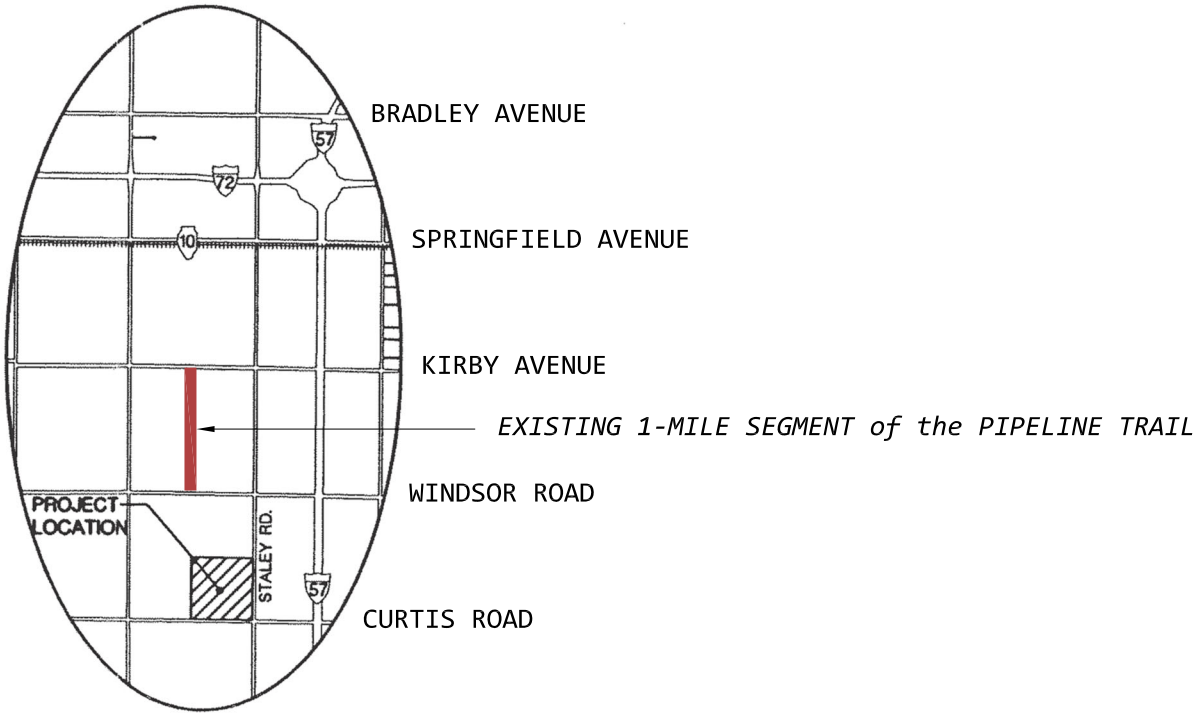
(6) In the event the owner of the pipeline easement withholds its approval for construction of a multi-use trail within said easement, or the City Engineer determines that construction of the easement subject to modifications required by the owner of the pipeline easement will unduly compromise the functionality of the multi-use trail or the public safety, then the City Engineer shall determine whether to waive the requirement for construction of the multi-use trail or require that the trail be constructed at a location outside of the pipeline easement.

(7) Any multi-use trail constructed to meet the requirements of this Section shall, upon completion, be dedicated for use as a multi-use trail to the Champaign Park District or other public body designated by the City Engineer.

*(C.B. No. 2002-040, § 1, 3-5-02; C.B. No. 2005-029, § 1, 2-1-05; C.B. No. 2007-288, § 1, 11-20-07; C.B. No. 2011-060, § 1, 4-5-11)*

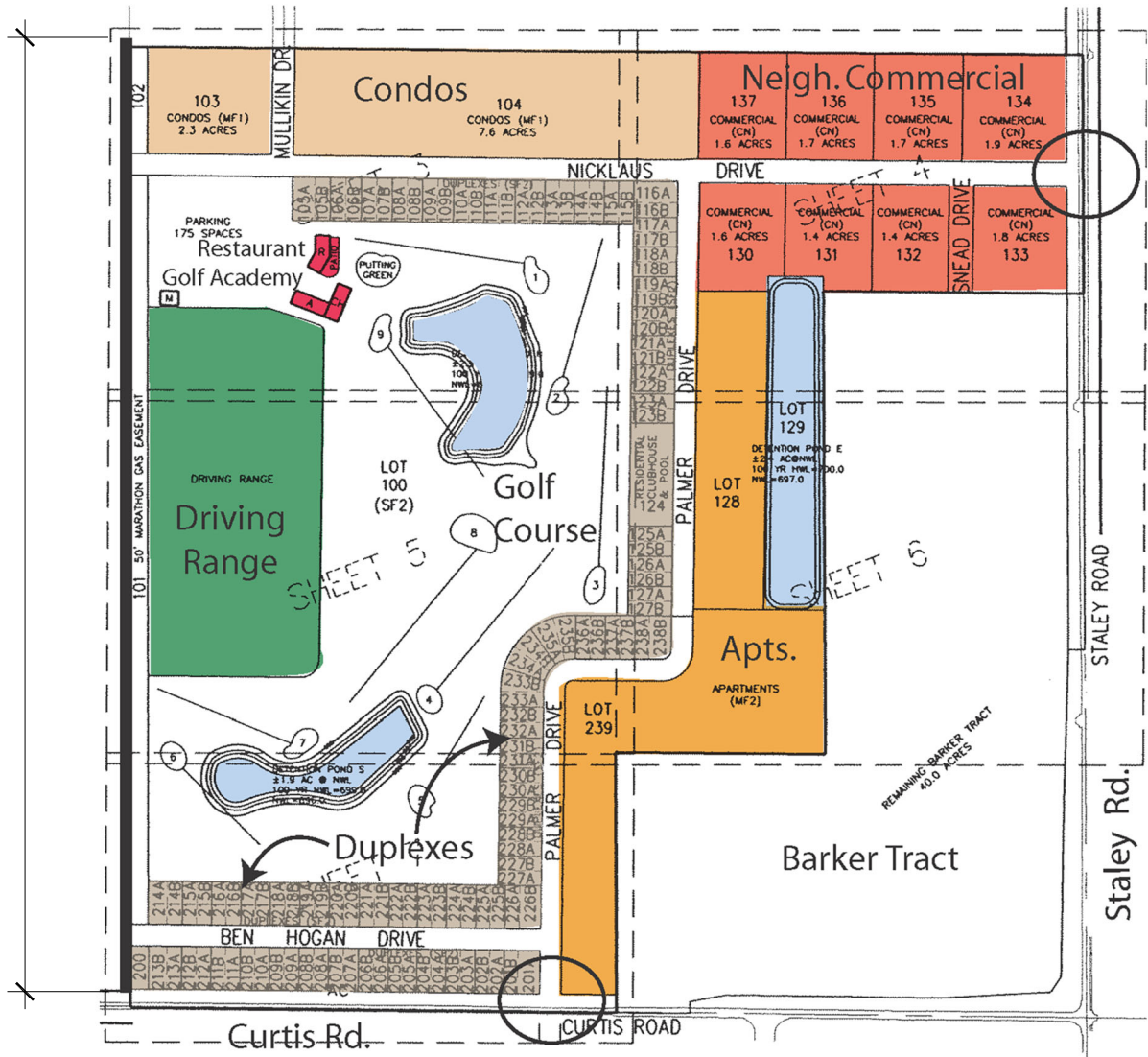
# Marathon Pipe Line Operated Lines Near West Side of Champaign, IL





LOCATION MAP  
NOT TO SCALE

10' WIDE by 1/2 MILE LONG RECREATIONAL TRAIL WITHIN PROJECT LOCATION





**To:** Andrew Weiss, Champaign Park District

**FROM:** Jeff Marino, AICP

**DATE:** October 17, 2023

**SUBJECT:** Marathon Oil Pipeline Trail – history and status

The City of Champaign Staff has been coordinating with the Developer and Property Owner of the Legends of Champaign Subdivision for the construction of a multi-purpose trail through the Marathon Oil Pipeline Easement, which runs along the west side of the Legends of Champaign Subdivision.

The provisions for the development were originally outlined in the 2006 Annexation Agreement, which outlined a provision for a 10-foot multi-use trail to be constructed by the developer in the Marathon Oil Easement running the length of the property. Additionally, the annexation agreement had an attached Area General Plan, which showed the location of the 10-foot multi-use path running the length of the property. Subsequent to the approval of the Annexation Agreement and Area General Plan, there was a Preliminary Plat in 2006, which showed the 10-foot multi-use trail that the developer was going to construct.

In 2007, the developer submitted a Final Plat for Phase 1, which committed the developer to the construction of the infrastructure improvements that were approved in the Preliminary Plat. In conjunction with the approval and recording of this Final Plat, the Developer bonded for the public infrastructure improvements including the 10-foot trail in the Marathon Oil Easement.

The Champaign Park District was included on the review of the Preliminary Plat, and in 2008 the Park District, Marathon Oil Pipeline, and the City of Champaign all signed a memorandum of understanding for the approval process of a new trail constructed in the Pipeline Easement.

The City of Champaign also adopted formal code language that required any future development adjacent to the Pipeline Easement to design and construct a 10-foot-wide trail in the easement at the developer's expense.

Around this time, the Park District constructed a 10-foot multi-use trail in the Pipeline easement between Kirby Avenue and Windsor Avenue.

Subsequent to all of the trails being planned and constructed, the City and the Park District jointly adopted the 2011 Trails Plan, which identified and formally called out the Marathon Oil Pipeline Trail as a regional trail in the future.

When a bond is approved, the Developer typically has two years to construct and install the public infrastructure associated with the bond. In this case, the bond was approved in 2007;



however, the Developer never installed the trail. The Developer built out the subdivision, selling lots, and constructing residential units over time.

In 2019, Regency Multi-family was looking to add more units in the area, and they purchased Phase 2 and 3 from the original Developer, Bill Peifer. As a result of this transaction, the City revisited the multi-use trail status with Bill Peifer, and Bill expressed an interest in getting this wrapped up. The City initiated conversations with Marathon to start the review and approval process for allowing the trail to be constructed. Bill hired a civil engineer to design the trail at this time.

In 2022, the City and Marathon continued to review the details of the approval process with a set of working construction documents for the trail. Marathon proposed revisions to the design of the trail. In early 2023, Marathon agreed to approve the location and design of the trail in the easement, if the guy wires that were located in the easement to support the netting structures for the driving range at the Legends of Champaign Gold Course were removed.

Regency Multi-Family has agreed to relocated the guy wires in November 2023, when they take down the nets for the season, which would allow Marathon to give final approval on the plans for the trail. This would also allow Bill Peifer to construct the regional trail, which will connect immediately to the trail on the north side of Curtis Road, and will link into the trails at Carle at the Fields. Eventually, this will provide a critical link to the trails the Park District constructed between Kriby and Windsor, and provide a trail network that runs throughout the south and west parts of the City of Champaign.